

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-269-T - ORDER NO. 2021-702
NOVEMBER 10, 2021

IN RE: Application of Gentle Giant Moving) ORDER APPROVING
Company (NC), LLC d/b/a Gentle Giant) TARIFF AMENDMENTS
Moving and Storage to Amend Its Tariff)

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Gentle Giant Moving Company (NC), LLC d/b/a Gentle Giant Moving and Storage (“Gentle Giant,” “Applicant,” or “Company”). The Applicant holds a Class E (Household Goods) motor carrier certificate and seeks approval to increase its hourly rates and other tariff charges.

II. FACTS, PROCEDURAL HISTORY, AND EVIDENCE OF RECORD

Gentle Giant, represented by John J. Pringle, Esquire, was granted statewide authority to transport household goods when it received a Class E Certificate on July 18, 2018, pursuant to Commission Order No. 2018-450. The Company filed an application to amend its tariff on August 12, 2021, and a revised amended tariff on October 6, 2021. Applicant specifically requests an increase to its hourly rates, revisions to its fuel surcharges, standard valuation process, depreciated value coverage, and the language regarding packing materials.

By letter dated August 18, 2021, the Clerk's Office of the Commission instructed Gentle Giant to publish a Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application. The Notice summarized Applicant's initial proposed changes and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before September 23, 2021. As required, the Company filed its Affidavit of Publication for the original filing on September 23, 2021. The Notice was published in *The State* on August 24, 2021, and *The Greenville News* on August 25, 2021. No person intervened in the docket.

The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2020), conducted a compliance review of Gentle Giant's Application on September 30, 2021. ORS found Gentle Giant to be in compliance with Commission rules and regulations and memorialized their findings in a letter to the Commission dated October 6, 2021. ORS also noted Gentle Giant was in compliance with its Annual Report and Gross Receipt filing requirements. Additionally, ORS verified no consumer complaints were filed against Gentle Giant in the past 12 months.

As a part of its review, ORS provided the percent increase between Gentle Giant's original and proposed tariff rates. Traditionally, South Carolina Tariff Bureau rates are included in the tariff review as a basis of comparison for the proposed rates. However, ORS recently discontinued reference to the Tariff Bureau Rates.¹ As a result, the rates are

¹ Pursuant to a letter filed by ORS in the Application of Elite Movers, LLC to Amend its Tariff (DN 2021-211-T) dated September 24, 2021, ORS "intends to no longer include information on Tariff Bureau rates in similar tables filed in future tariff amendment dockets." Furthermore, the letter states "ORS does not evaluate or provide recommendations regarding the reasonableness of household good movers' rates." Elite Mover's

not included in Gentle Giant's tariff review. The information provided by ORS is listed in the chart below:

10/6/2021

ORS Tariff Comparison
Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving and Storage
Docket No. 2021-269-T

Exhibit A

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Hourly Rates and charges						
Off- Season Weekdays	One Mover and Truck	Per hour	\$70.00	\$80.00	\$10.00	14.29%
	Two Movers and Truck	Per hour	\$110.00	\$130.00	\$20.00	18.18%
	Three Movers and Truck	Per hour	\$160.00	\$180.00	\$20.00	12.50%
	Each Additional Mover	Per hour	\$45.00	\$50.00	\$5.00	11.11%
	Each Additional Truck	Per hour	\$20.00	\$30.00	\$10.00	50.00%
Off- Season Weekends (Fri-Sun)	One Mover and Truck	Per hour	\$85.00	\$95.00	\$10.00	11.76%
	Two Movers and Truck	Per hour	\$125.00	\$145.00	\$20.00	16.00%
	Three Movers and Truck	Per hour	\$185.00	\$195.00	\$10.00	5.41%
	Each Additional Mover	Per hour	\$45.00	\$50.00	\$5.00	11.11%
	Each Additional Truck	Per hour	\$20.00	\$30.00	\$10.00	50.00%
On Season Weekdays	One Mover and Truck	Per hour	\$85.00	\$95.00	\$10.00	11.76%
	Two Movers and Truck	Per hour	\$125.00	\$145.00	\$20.00	16.00%
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	Each Additional Mover	Per hour	\$45.00	\$50.00	\$5.00	11.11%
	Each Additional Truck	Per hour	\$20.00	\$30.00	\$10.00	50.00%
Fuel Surcharge	Fuel Surcharge on each move	Per Move	Varies	\$20 per day/truck	NA	N/A

In addition to tariff rate increases, Gentle Giant also seeks to replace its fuel charge matrix with a set price. The Company requests to remove the current calculation and replace it with a fuel surcharge of \$20 per day per truck. As set forth in Section 2.7 of the Application, the amendment would result in a set fuel surcharge price for the customer instead of a variable rate.

Application to Amend its Tariff was approved, but only after additional justification was provided to the Commission.

Gentle Giant also wishes to remove the clauses regarding “Depreciated Value Coverage” (Section 3.1.2) and “Full Replacement Coverage” (Section 3.1.3). The Company plans to replace them with the following provision: “[a]dditional valuation coverage is available upon request, or may be purchased through a third-party.” Although free standard coverage would remain for any lost or damaged items during a move, the customer would have to request any additional coverage separately. Finally, Gentle Giant intends to add the following statement to Section 2.4 of the Tariff: “[a]ll packing materials are charged to the customer as listed on the addendum to the bill of lading,” clarifying the location of the packing material charges.

On October 13, 2021, the docket came before the Commission, and the Commission voted to postpone the matter and seek additional information regarding the rate increase. Commission Directive Order No. 2021-677 requested “that the Commission carry this matter over pending further review of the proposed amendments to the tariff of Gentle Giant.” Furthermore, the Commission noted that “[w]ithout insight into the basis for the proposed increase, the Commission cannot make a fully informed decision.”

On October 15, 2021, Mr. Pringle, counsel for Gentle Giant, provided a detailed explanation for the Company’s request to amend its rates. The correspondence was filed with the Commission and included increased operating costs, labor costs, and inflation as reasons for the request. Having received additional information from Gentle Giant, the Commission took action in the docket on October 20, 2021, and approved the tariff amendments proposed by Gentle Giant based upon the record.

III. APPLICABLE LAW

The Commission is explicitly authorized to regulate carriers of household goods, and to set their rates and charges: "[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal." S. C. Code Ann. 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: "[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier.... The rates once established remain in effect until such time when the commission determines the rates are unreasonable." 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

Regulation 103-191, S. C. Code of State Regulations (2012).

"Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N... shall be just and reasonable." Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge... a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

Furthermore, discrimination in the operation of a motor carrier's certificate is prohibited:

[I]t shall be unlawful for any motor carrier operating under a Certificate of PC&N or FWA to make, give, or cause any undue or unreasonable preference or advantage to any particular person... or to subject any particular person... to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

Reg. 103-197.

V. DISCUSSION

Gentle Giant seeks approval of its hourly rates and other tariff charges, including fuel surcharges, standard valuation process, and depreciated value coverage. At the Commission's request, Gentle Giant provided specific justifications for its proposed increases. *See* letter dated October 15, 2021. Rising inflation, labor costs, and equipment expenses were all referenced by the Company as factors in its proposed tariff increase. *Id.* Additionally, COVID-19-related mitigation costs were cited in the Company's correspondence. *Id.*

Furthermore, the ORS Impact Study confirms Applicant is in compliance with Commission rules and regulations. ORS has not received any consumer complaints regarding Gentle Giant in the last twelve months, and they've been in compliance with Annual Report and Gross Receipt filing requirements.

VI. FINDINGS OF FACT

1. We find Gentle Giant proposes an increase to its hourly tariff rates and other specific changes in its tariff.
2. After review of the Application and the Impact Study prepared by ORS, as well as the additional information provided to the Commission by Gentle Giant, we find the proposed tariff hourly rates and the other proposed tariff changes are reasonable.
3. We find ORS has determined Applicant is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.
4. We find ORS has not received any consumer complaints about this Applicant in the past twelve months.
5. Gentle Giant provided the Commission with the additional information requested related to the basis for its increase or changes in rates.

VII. CONCLUSIONS OF LAW

1. We conclude the proposed changes and amendments to the hourly rates and certain other tariff changes are reasonable pursuant to Regulations 103-191 and 192.
2. We conclude the proposed changes and amendments to the hourly rates and certain other tariff changes are appropriate and shall be approved pursuant to the authority of the Commission set forth in section 58-23-1010 of the South Carolina Code of Laws (2015).

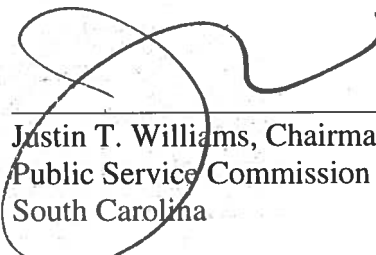
VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Gentle Giant Moving Company (NC), LLC d/b/a Gentle Giant Moving and Storage to amend its tariff is granted.
2. The proposed amendments to the hourly rates and other changes are hereby approved, and the Amended Tariff is approved. A copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.
3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage
South Carolina Household Goods Tariff

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Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentle Giant Moving Company (NC), LLC ("Gentle Giant"). These services are furnished between points and places in the State of South Carolina.

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Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage

South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Gentle Giant office location, and the clock stops when the movers return back to the office once they have unloaded at the customers' new home.

Off-Season (October, November, December, January, February, March) Weekdays (Monday-Thursday)

One Mover	\$80/hour
Two Movers	\$130/hour
Three Movers	\$180/hour
Each Additional Mover	\$50/hour
Each Additional Truck	\$30/hour

Off-Season Weekend (Friday-Sunday)

One Mover	\$95/hour
Two Movers	\$145/hour
Three Movers	\$195/hour
Each Additional Mover	\$50/hour
Each Additional Truck	\$30/hour

On-Season (April, May, June, July, August, September) Weekdays (Monday-Thursday)

One Mover	\$95/hour
Two Movers	\$145/hour

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Three Movers	\$195/hour
Each Additional Mover	\$50/hour
Each Additional Truck	\$30/hour

On-Season Weekend (Friday-Sunday)

One Mover	\$95/hour
Two Movers	\$145/hour
Three Movers	\$195/hour
Each Additional Mover	\$50/hour
Each Additional Truck	\$30/hour

1.2 Minimum Hourly Charges

Customers will be charged a three-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Gentle Giant will charge the applicable minimum.

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South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

SERVICE (Bulky Articles, Loading/Unloading Charges, Wgt. Additives)	PER	RATES
When a shipment includes bulky items as named below, the following additional loading and unloading charge or weight additive will apply: LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required (except for carrier convenience).		
AIRPLANES OR GLIDERS	Each	\$198.00
AUTOMOBILES, TRUCKS OR VANS	Each	\$139.35
FARM TRACTORS	Each	\$118.75
HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over 100 cu. ft	Each	\$137.75
MOTORCYCLES, TRACTORS, GO CARTS, & RIDING MOWERS under 25 H.P.	Each	\$79.15
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$79.15
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over	Each	\$129.10
TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL TERRAIN VEHICLES 110 cc and over	Each	\$118.75
TRAILERS (other than boat trailers)	Each	\$87.75
CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or pickup trucks)	Each	\$227.45
CAMPERS MOUNTED ON PICKUP TRUCKS (apply above charge for trucks)		
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-up, not dismantled, in excess of 100 cu. ft.)	Each	\$149.75
HOME GYM EQUIPMENT – ELECTRONIC STAIRSTEPPERS, TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND BOWFLEXES	Each	\$79.15
LARGE SCREEN TVs (over 40 inches)	Each	\$132.85
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	\$111.80

2.1.1 Right to Decline to Move Items

Company reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

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South Carolina Household Goods Tariff

2.2 Piano, Organ, Pool Tables, or Laden Home Freezer Carry Charges

SERVICE (Piano, Organ, Pool Tables, Etc.)	PER	RATES
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER CARRY CHARGES:		
HANDLING CHARGE for pipe organs, all grand pianos, and all other pianos of 38 inches or more in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$82.65
HANDLING CHARGE for all other types of organs and all other pianos less than 38 inches in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$60.30
HANDLING CHARGE for any laden home freezer containing frozen foods (Charge is in addition to the flight carry charges).	Flat Charge	\$68.90
HANDLING CHARGE for pool tables with slate tops which are at least 42 inches in width, 84 inches in length, and weight more than 400 lbs. This charge does not include disassembling or reassembling by carrier. When such service is rendered by carrier, the Labor Charge in Item 4 will apply. (Charge is in addition to the flight carry charges)	Flat Charge	\$94.60
FLIGHT CARRY CHARGE-INSIDE A BLDG. OR HOUSE:		
First Flight (one floor or story to the next floor or story)	First Flight	\$24.75
Each additional flight	Flight	\$12.40
FLIGHT CARRY CHARGE-OUTSIDE A BLDG. OR HOUSE:		
First Flight (8 but not more than 20 steps)	First Flight	\$23.80
Each additional step over 20 steps	Step	\$0.50

2.3 Pick Up and Delivery

The Company does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.4 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items. All packing materials are charged to the customer as listed on the addendum to the bill of lading.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

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2.6 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.7 Fuel Surcharge

A fuel charge of \$20 per day per truck will be added to each job.

2.8 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$150 per night/ per truck.

2.9 Hotel Fee

For moves within South Carolina totaling more than 150 miles (calculated as the sum of the distance from the Gentle Giant Office to the origin of the move to the move destination and back to the Gentle Giant office), there will be a hotel fee of \$250 for two movers or \$275.00 for three movers per night.

2.10 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$150.

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South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Additional Coverage

Additional valuation coverage is available upon request, or may be purchased through a third party.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, The Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

The Carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value.

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the Carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Where the carrier is directed to load property from (or render any services at) a place or places at which the consigner or its agent is not present, the property shall be at risk of the owner before loading.

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The Carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value.

No loss or damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE (Made from Press board, particle board, engineered wood or ready to assemble)

Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

When a Shipper elects to ship an article as defined above, in no case shall the liability of the carrier exceed \$0.50 (fifty cents) per pound per article or \$60.00 (Sixty dollars) per article, whichever is greater.

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3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of the Company's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference.

Electronic format of the above mentioned documents will be an acceptable format for paperwork between the Carrier, Customer, Office of Regulatory Staff and Public Service Commission.

3.6 Delays

The Company shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.